

## CONNECTED SERVICES TERMS OF USE

Effective as of April 11, 2022

### NOTICE OF MANDATORY ARBITRATION PROVISION:

Use of our Services (as defined below) is subject to mandatory and binding individual arbitration of any disputes which may arise, as provided in Section 19 below. Please read all of that section carefully and do not use any of our Services if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

### SERVICES ARE SUBJECT TO CHANGE/TERMINATION:

None of the Services are guaranteed. Consistent with Section 8 below, we reserve the right to change, limit usage of and/or cease offering any of the Services at any time and for any reason, including: (a) our inability to maintain the applicable service based on the actions of third party Service Providers or a change to our agreement with any such Service Provider; (b) changes to underlying or supporting Wireless/GPS Technology as described in Section 11(a); or (c) the retirement of the wireless network technology that a Lexus vehicle relies upon for data transmissions – for example, see Section 11(c) below for information on Verizon’s retirement of its CDMA/3G network technology by the end of 2022.

## 1. INTRODUCTION

- (a) **Services.** The services, features, functionality, applications, and other services enabled through our in-vehicle wireless services (the “**Services**”) are provided to you by Toyota Motor Sales, USA, Inc. and/or its affiliates (collectively, “**Lexus**,” “**us**,” “**our**,” and “**we**”), or our Service Providers (as defined below). The Services include those: (i) provided under a trial subscription or other service plan (“**Service Plan**”), as further described in Section 4 below; (ii) currently or in the past designated as “Connected Services”, “Interface” or “Enform® App Suite Connect” services within any of our mobile applications (collectively, the “**App**”), on [www.Lexus.com](http://www.Lexus.com) or our other websites (collectively, our “**Website**”), or in any Vehicle (as defined below); (iii) enabled or provided through the Wireless/GPS Technology as described in Section 11(a); or (v) that are provided to you with reference to these Terms of Use.
- (b) **The Agreement.** These Terms of Use are a part of a larger agreement governing our provision of the Services. The other parts, which are incorporated in these Terms of Use by this reference and collectively referred to as the “**Agreement**”, are:
- (i) the **Connected Services Privacy Notice** located at [www.Lexus.com/privacyvts](http://www.Lexus.com/privacyvts) (“**Privacy Notice**”). Carefully review the Privacy Notice as it applies to your personal information and Vehicle (as defined below) data that we collect, use, store, share and secure to provide the Services. Please note that your Vehicle comes with a data communication module (“**DCM**”) that enables the Wireless/GPS Technology, as described in Section 11(a), and allows for the collection of data from you and your vehicle (e.g., location, health and driving data). **BY DEFAULT, THE DCM IS ON/ACTIVE WHEN YOUR VEHICLE IS DELIVERED AND WILL REMAIN**

**ON/ACTIVE (AND CONTINUE TO COLLECT DATA FROM YOU AND YOUR VEHICLE) UNTIL YOU CONTACT US AND REQUEST THAT IT BE DEACTIVATED.**

- (ii) the **Vehicle Software End User License Agreement** located in the Agreement section at [www.Lexus.com/privacyvts](http://www.Lexus.com/privacyvts) (“EULA”); and
- (iii) any **Additional Terms** pursuant to Section 10(a) below.

We may modify the Agreement, in whole or in part, from time-to-time. Changes to these Terms of Use and/or the EULA will be made via posting updated versions in the “Agreement” section of [www.Lexus.com/privacyvts](http://www.Lexus.com/privacyvts), while changes to the Privacy Notice will be made as set forth in the Privacy Notice.

- (c) **You/Your; Vehicles.** As used in the Agreement, “you” and “your” means any person or entity that has purchased or leased a vehicle equipped with Connected Services (“**Vehicle**”), activates Connected Services, and/or or uses a Vehicle or any Connected Services (e.g., driver, passenger, or other occupant). As an owner, lessee and/or driver of a Vehicle, you agree to make each passenger and other occupant is aware of the obligations, restrictions and limitations set forth in this Agreement.
- (d) **ACCEPTANCE OF AGREEMENT.** PLEASE READ THESE TERMS OF USE AND ALL OTHER PARTS OF THE AGREEMENT CAREFULLY. BY ACTIVATING THE SERVICES AS DESCRIBED IN SECTION 3(A) BELOW AND/OR USING THE SERVICES, YOU ACCEPT AND AGREE TO COMPLY WITH THESE TERMS OF USE. **IF YOU DO NOT FULLY THESE TERMS OF USE OR ANY OTHER PART OF THE AGREEMENT, STOP USING THE VEHICLE AND SERVICES AND CONTACT US IMMEDIATELY.**
- (e) **Contact Us.** For questions or concerns regarding the Connected Services, this Agreement or any can contact us as follows regarding the Connected Services or the Agreement:
  - **Phone:** 800-255-3987
  - **Mail:** Lexus, P.O. Box 259001, Plano, TX 75025-9001
  - **Other:** Any of the other methods provided at [www.Lexus.com/contact](http://www.Lexus.com/contact)

**2. SERVICE REQUIREMENTS; SERVICE PROVIDERS; LIMITATIONS; APP**

- (a) To obtain Services: (i) your Vehicle must contain a factory installed telematics system (the “**System**”) – see Section 11(a) for more details; (ii) your Vehicle must include the software installed by or on behalf of Lexus with all updates made available to you by Lexus (whether such update installed by you, Lexus or a dealer) (collectively, the “**Software**”) – for more details, see the EULA referenced in Section 1(b) above; (iii) the DCM must be on/active and properly functioning; and (iv) you must have an active Service Plan as provided under Section 3(b) below.
- (b) The Software in the Vehicle not only enables certain Vehicle functions, but your access to and the ability to use Services provided by Lexus, its licensors and/or third parties identified by Lexus and/or its licensors (collectively, “**Service Providers**”). As used in this Agreement, Service Providers include third parties (whether or not identified) who provide any service, equipment, or facilities in connection with the System or Services, such as wireless service providers, underlying wireless carriers (each, an “**Underlying Wireless Carrier**”), suppliers, licensors, content providers, public safety answering

points, emergency responders and similar providers (e.g., police, fire, and ambulance), towing companies, distributors, and dealers.

- (c) The Services may not work if: (i) the System or Software has been modified or tampered with, or with devices plugged into the vehicle electrical system or diagnostic port; (ii) the Vehicle is not compliant with government regulations and law; (iii) the System is damaged in a way that restricts Services, wireless communication, or GPS signals; or (iv) for any of the other reasons specified in the Agreement. Further, the Services may fail, or be delayed, due to acts of nature, or forces or causes beyond our reasonable control, including but not limited to weather conditions and the results thereof, public utility failure, acts of war, government actions, terrorism, civil disturbances, wireless network congestion or system failures including internet, computer, telecommunication, or other system failures.
- (d) **App.** Some of the Services are enabled or supported through our App. You acknowledge and agree that the availability of these Services and our App is dependent on the third-party from whom you downloaded the App – e.g., the Apple iTunes, Google Play, or such other application store compatible with your wireless device (each, an “**App Store**”). You further acknowledge and agree: (i) these Terms of Use are between you and us and not with the App Store; (ii) the App Store is not responsible for: (A) the App, Services or Service Content (as defined below); (B) any maintenance, support services, and warranty App, Services or Service Content; or (C) addressing any claims relating to App, Services or Service Content (e.g., product liability, legal compliance or intellectual property infringement); (iii) you will pay the fees (if any) charged by the App Store in connection App; (iv) to comply with, and that your license to use the App is conditioned upon your compliance with, all applicable App Store terms and conditions; and (v) the App Store (and its subsidiaries) are intended third-party beneficiaries of these Terms of Use and have the right to enforce them directly against you.

### 3. SERVICES ACTIVATION; SERVICE PLANS

- (a) You accept the Agreement and your Services activate when you (**or any other individual using, occupying or having access to the account for the Vehicle**) do any one or more of the following: (i) signify acceptance of these Terms of Use or any other part of the Agreement, including via ink signature, electronic signature (including clicking through, checking a box or otherwise accepting any part of the Agreement via our Website or App); (ii) activate any of the Services via a dealership, a telephone or online agent, our App or Website; (iii) use or accept the benefits of any of the Services; (iv) use a Vehicle, unless the DCM and all of the Services to the Vehicle have been previously deactivated.
- (b) Certain new Vehicles come with a trial subscription Service Plan to all or some Services. For all other Vehicles, you can obtain the Services by subscribing to an available Service Plan via the App or Website, by contacting us or through other options we may make available to you from time-to-time. You may terminate your Service Plan (whether during a trial or otherwise) as provided in Section 7 below. We may terminate your Service Plan or any of the Services at any time as provided in Section 8 below.

### 4. PAYMENT FOR YOUR SERVICES

- (a) **Trial Subscriptions.** If converting your trial subscription to a paid Service Plan, you are responsible to pay for your Services by credit card, debit card, or automated clearinghouse (“**ACH**”) transaction.

In certain instances, as a condition to receiving a free trial subscription Service Plan, we may require you to provide a valid credit or debit card account during enrollment or activation. In such instances upon expiration of the applicable trial subscription for your Service Plan, if we have a valid form of payment on file for you, we may automatically charge your account for the applicable service fees according to the payment schedule associated with your Service Plan and payment is due in advance unless you or we have previously cancelled/terminated the Service Plan. To cancel or terminate a trial subscription, please call us at (800) 255-3987.

- (b) **Automatic Renewal Conditions – Annual.** If you provide your credit or debit card number and you choose to subscribe to a Service Plan with the annual payment option (“**Annual Plan**”), you authorize us to automatically renew the Service Plan for successive one-year periods on each Renewal Date for your Annual Plan by charging the then current annual subscription fee to your account unless you cancel your subscription prior to the applicable Renewal Date by calling us at (800) 255-3987.
- (c) **Automatic Renewal Conditions – Monthly.** If you provide your credit or debit card number and you choose to subscribe to a Service Plan with the monthly payment option (“**Monthly Plan**”), you authorize us to automatically renew the Service Plan for successive one-month periods on each Renewal Date for your Monthly Plan by charging the then current monthly subscription fee to your account unless you cancel your subscription prior to the applicable Renewal Date by calling us at (800) 255-3987.
- (d) **Renewal Dates.** Depending on your Service Plan, the “**Renewal Date**” is:
  - (i) *Annual Plans*: typically, the date that is one (1) year after the date when your Annual Plan subscription began and the corresponding date for each successive year thereafter; and
  - (ii) *Monthly Plans*: depending on your Vehicle, your renewal date will be either: (A) the date each month that is one month after the date when your monthly subscription began; or (B) the first of each month. If your Renewal Date is the first of each month, and your paid subscription enrollment date occurs on the 29th, 30th or 31st of a month, your first bill will pro-rate to the beginning of the next month (1-3 days later) and then your subscription will renew on the 1st of every month thereafter. You may determine which option applies to your Vehicle by calling us at (800) 255-3987.

Please note that the annual or monthly authorization you provide to charge the subscription fee will remain in effect until your Service Plan is cancelled or terminated. Upon cancellation of your Service Plan (see Section 7 below), the refund policy set forth in Section 9 below will apply.

## 5. TAXES AND OTHER CHARGES

- (a) You agree that you are solely responsible for and will pay all taxes, fees and surcharges set by the government and charged to you by us (“**Taxes**”). The amount of Taxes is subject to change without notice. Taxes are not included in but are added to the cost of your Service Plan. However, for the period of any free trial subscription to a Service Plan, we do not charge you for Taxes.
- (b) You are responsible for directly paying Service Providers and others any fees or charges incurred for services furnished by such providers (emergency medical services, towing fees, etc.) except to the extent the fees or charges are expressly covered under your Service Plan.

## 6. PAYMENT DISPUTES

The price of your Service Plan may change over time. On the expiration date of your Service Plan, unless we allow otherwise, your Service Plan charge will reflect the rates then in effect for the applicable Services. Except as prohibited by law, if you object to any fees or charges for Services billed by or through us, you must tell us in writing within 30 days of the date of the invoice or other billing notice. If you fail to object within that time period, YOU WAIVE THE DISPUTE.

## 7. YOUR RIGHT TO CANCEL; NO TRANSFERS

(a) **Cancellation.** You can cancel your trial subscription or paid Service Plan by calling us at (800) 255-3987 and telling a customer care agent you want to cancel your Service Plan. If you request cancellation of your Service Plan, the effective date of the cancellation (the “**Deactivation Date**”) will depend on your Service Plan and the technology in your Vehicle. Generally:

(i) *Annual Plans:* the Deactivation Date will be on or about the day you request cancellation.

(ii) *Monthly Plans:* the Deactivation Date will be either the last day of your monthly subscription period (i.e., the day prior to your Renewal Date) or, for certain Vehicles with legacy technology (“**Legacy Tech Vehicles**”), within forty-eight (48) hours of your cancellation request unless you request a future cancellation date. As noted in our refund policy in Section 9 below, we do not issue refunds upon early cancellation of Monthly Plans. As such, if you have a Legacy Tech Vehicle and wish to ensure that you receive Services through the entirety of your then-current Monthly Plan, discuss options with the customer care agent (which may include future dating cancellation to the day prior to your Renewal Date).

(iii) *Legacy Multi-Year Plans:* though we no longer offer new multi-year Service Plans (“**Multi-Year Plans**”), if you have a legacy Multi-Year Plan, the Deactivation Date will be on or about the day you request cancellation.

(b) **DCM.** If you cancel your Service Plan, we have the right (but, unless you ask us to, not the obligation) to turn off your DCM as of the effective date of cancellation. Once your DCM is turned off, the Vehicle will not send any data to Lexus. Depending on the connectivity to your Vehicle, your DCM may deactivate immediately, or it may take up to several days.

(c) **No Transfers.** You cannot transfer your Service Plan to another Vehicle. If you sell your Vehicle or terminate your lease during the term of the Service Plan, you must cancel your Service Plan by contacting us at (800) 255-3987. You remain responsible for all charges for your Service Plan until you cancel the Service Plan (even if you no longer own, lease, or otherwise have access to the Vehicle). The new owner of the Vehicle cannot assume or take over your Service Plan. We reserve the right to cancel your Service Plan once notified of the sale of your Vehicle, by you, a person authorized to act on your behalf, a dealer, or new owner.

## 8. OUR RIGHT TO CANCEL OR SUSPEND SERVICES

(a) **Without Cause.** Neither the Service Plan nor Services are guaranteed to be available at all times. We may terminate your Service Plan or any the Services for any reason, including the elimination of the type of Service Plan you have, our inability to maintain any of the Services, the termination of an agreement with a Service Provider, etc. If we terminate your Service Plan or any of the Services

without cause (due to no fault on your part), we will give you notice 30 days prior to the effective date of termination. This means that we can decide to cease providing some or all of the Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, the refund policy in Section 9 below will apply.

- (b) **With Cause.** We may terminate your Service Plan or, or any or all of the Services, without prior notice to you for any good cause. This means, for example, we can terminate your Service immediately if you breach any part of this Agreement, do not pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide Services, interfere with our business or if you use the Services for illegal or improper purposes. In such case, you will not have any right to have your Services reactivated, even if you cure any of these problems. We may, in our sole discretion, allow reactivation of your Service Plan and/or all of some of the Services
- (c) **Suspensions.** We may temporarily suspend your Service Plan, or any or all of the Services, for any reason (scheduled maintenance, security threats, software errors, disputes with Service Providers, etc.), including any of the reasons permitting termination under by Section 8(a) or Section 8(b) above. In these instances, we will use commercially reasonable efforts to notify you of the reason and anticipated duration of the suspension.

## 9. REFUNDS TO YOU

If you have a paid Service Plan (e.g., not a trial subscription) and it is terminated by either Lexus or you, the following refund policy applies:

- (a) **Annual Plans.** we will refund (typically, on a *pro rata* basis) the applicable account holder any amounts paid in advance that covers the period of time after Service Plan and/or Services actually terminates (a “**Pro Rata Refund**”).
- (b) **Monthly Plans.** If you have a Monthly Plan, we will not issue you a refund. Your Service Plan subscription will, however, continue to be active through the end of your then current subscription month (as noted in Section 7 above, you must request a future cancellation date if you have a Legacy Tech Vehicles).
- (c) **Multi-Year Plans.** If you have a legacy Multi-Year Plan, we will issue a Pro Rata Refund.
- (d) **Refunds.** Except as provided below, if: (i) you have provided us with your credit or debit card number, we will credit the amount of your refund to the card account you originally used to purchase the Service Plan; or (ii) there is no valid credit/debit card number on file, the card number on file for your account is different from the card against which the purchase was originally made or you paid using ACH, we will send you a check via U.S. mail to the address we have on file for you in the amount to be refunded.
- (e) **Exceptions.** You are not entitled to, and we will not issue, any refund if we terminate or suspend the Service Plan, or any or all of the Services, for cause (see Section 8(b) above) or for any other breach of this Agreement by you.

## 10. ADDITIONAL TERMS; MODIFICATION TO TERMS OR SERVICES

- (a) **Additional Terms.** We reserve the right to provide you with operating rules or additional terms that may govern your use of our Services generally, unique aspects of our Services, or both (“**Additional**

**Terms**”). For purposes of these Terms of Use, Additional Terms are defined to include any terms set forth in the vehicle’s Owner’s Manual and similar documents, as well as any specific terms for the Services posted in the Agreement section of [www.Lexus.com/privacyvts](http://www.Lexus.com/privacyvts). To the extent any Additional Terms conflict with these Terms of Use or other parts of the Agreement, the Additional Terms will control.

- (b) **Modification to Terms of Use/Services.** We reserve the right in our sole discretion and at any time and for any reason, to amend, change or modify these Terms of Use. We also reserve the right in our sole discretion and at any time and for any reason, to amend, change or modify or discontinue any aspect or feature of our Services. This includes Services provided directly by us, as well as Services provided or supported by Service Providers (such as third party applications available via the App or the multimedia equipment in the Vehicle). The notice we provide you of such changes will vary based on the nature of the change. For instance, we will notify you of changes to the Terms of Use, by posting a revised version in the App, in the Agreement section of [www.Lexus.com/privacyvts](http://www.Lexus.com/privacyvts), and/or in other relevant parts of the Website. For changes to the Services, and certain changes to the Terms of Use (such as changes we believe materially affect your rights under this Agreement), we will provide you notice via email or other written notice, through the App and/or through the multimedia equipment in the Vehicle. The effective date of the applicable change will be as set forth, as applicable, in the revised Terms of Use or the other notice we provide you. **IF YOU DO NOT AGREE WITH ANY SUCH CHANGE, YOUR SOLE RECOURSE IS TO CANCEL YOUR SERVICE PLAN AND THE SERVICE.** Your continued access or use of the Services after our notice indicates your acceptance of the change(s).
- (c) **YOU UNEQUIVOCALLY ACKNOWLEDGE AND AGREE THAT: (I) THE AVAILABILITY OF SERVICES WILL VARY ON A NUMBER OF FACTORS BOTH WITHIN AND OUTSIDE OF OUR CONTROL; AND (II) YOU ARE NOT RELYING ON THE AVAILABILITY OF ANY OR ALL OF THE SERVICES IN CONNECTION WITH YOUR PURCHASE, LEASE OR OTHER USE OF THE VEHICLE.**

## **11. WIRELESS/GPS TECHNOLOGY; SERVICE AVAILABILITY**

- (a) **Wireless/GPS Technology.** The System use digital wireless telecommunications technology and GPS technology to enable to the Services and Software via third party wireless networks, satellites, and related infrastructure (collectively, “**Wireless/GPS Technology**”). The Wireless/GPS Technology is outside of our control, has changed over time and will continue to do so. These changes can result in the obsolescence of all or some of the Wireless/GPS Technology related to the Vehicle. Changes to the Wireless/GPS Technology incorporated in your Vehicle can result in our inability to provide the Services. For instance, as noted in Section 11(b) below, changes to the underlying technology of a wireless network can result in the cancellation of Services. Generally, if changes occur to the Wireless/GPS Technology used by the System, we will notify you of the effective date of cancellation and any applicable changes as provided in Section 10(b) above.
- (b) **Service Availability.** The specific Wireless/GPS Technology included will vary depending on the Vehicle make and model year. Accordingly, not all Services are available on all Vehicles or in all geographic locations. For information on Services available in a Vehicle, please review your Vehicle’s owner’s manual, visit our Website, or consult your dealership. Also, note that Services for Vehicles may be limited, or not work, outside of the continental United States, Alaska, and Hawaii. Services may not be renewed if the Vehicle has left the continental United States, Alaska, or Hawaii.

- (c) **Notice of Verizon CDMA/3G Sunsetting.** Verizon will be retiring its CDMA/3G network technology by the end of 2022. As a result, the Lexus and Lexus vehicles that rely on this network technology for their Services will lose several features and have limited functionality in their telematics capabilities as of November 1, 2022 (“**Affected Features**”). A list of the affected Vehicles and Affected Features for each vehicle is provided in Appendix 1 (Affected Vehicles and Affected Features by Verizon CDMA/3G Sunsetting). You understand and agree that if you own one of the affected Vehicles, your Services will no longer have the Affected Features as of November 1, 2022.

## 12. INTELLECTUAL PROPERTY; LICENSES; RESTRICTIONS

- (a) **Ownership.** Our Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services or Software, and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names and trade dress that may appear in our Services (collectively, the “**Service Content**”) are owned by us, our affiliate, our licensors and/or the Service Providers.
- (b) **Limited License.** The Services have not been and are not being sold to you. Rather, subject to compliance with the Agreement, you are granted a limited, non-exclusive, and revocable license to use the Services solely as we or the Service Providers make the same available by through the System and/or Software. Except for the limited use rights granted to you in these Terms of Use, you do not and shall not acquire any right, title or interest in the Services or any Service Content. Any rights not expressly granted herein or in any Additional Terms are expressly reserved.
- (c) **Restrictions.** The Services and Service Content are provided for your personal, non-commercial use only – you may not license, lease, sell, resell, have licensed, have leased, have sold or resold, or otherwise transfer or convey any of the same for any purpose. When using the Services or Services Content, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use or other parts of the Agreement, or as Lexus or an applicable Service Provider may expressly otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the Services or Service Content for any purpose whatsoever without obtaining prior written consent from Lexus or the applicable Service Provider.

## 13. INFORMATION ABOUT CERTAIN SERVICES

- (a) **Automatic Collision Notification; Emergency Assistance Button.** When we receive an emergency signal from your Vehicle via the “SOS” button, we will typically first attempt to verify your emergency, and then if appropriate, contact third party emergency responder Service Providers to respond to your emergency. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such Service Provider response or even whether the Service Provider will in fact respond to your emergency at all. **YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) AND BE IN WIRELESS NETWORK COVERAGE FOR THE AUTOMATIC COLLISION NOTIFICATION AND SOS FEATURES TO OPERATE.**

- (b) **Stolen Vehicle Locator.** If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you will need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will only provide location information about stolen Vehicles to the police. We may place time limits on how long we will attempt to locate your Vehicle – ask for details. We also are not required to try to find your Vehicle for the purpose of locating a person. We reserve the right to refuse to provide this service in our discretion, including to anyone, including anyone other than you, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with the leasing or financing of your Vehicle.
- (c) **Location of Your Vehicle in Connection with Lease/Finance.** If you lease or finance your Vehicle through us or one of our affiliates, and you have materially breached any of the terms of the agreements governing such lease or finance, we may use the Services to locate you or the Vehicle for the purpose of communicating with you and/or recovering the Vehicle. YOU EXPRESSLY CONSENT TO OUR USE OF THE SERVICES IN THIS MANNER.
- (d) **Remote Start.** You must ensure that the Vehicle is parked and in the proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting the Vehicle remotely will not violate any regulation, ordinance, or other law applicable to the location of the Vehicle at time of activation. Laws in some communities may restrict the use of the features that remotely start the Vehicle’s engine. For example, some laws may require a person using the Remote Start feature to have the Vehicle in view when doing so or limit the length of time a vehicle engine may idle. Please check local and state regulations for requirements and restrictions on remote starting of vehicles and engine idling time. We may require a PIN to utilize this Service and you authorize us to assist anyone who provides us your PIN.
- (e) **Advance Drive System.**
- (i) Certain Vehicles are equipped Advance Drive System (“**ADS**”) Service, which includes the following:
- A. “**Driver Assistance**” features which use various technologies to propose and execute on certain driving maneuvers, including vehicle steering, performing lane changes, managing speed, and merging with and diverging from traffic. ADS relies on a system of interior and exterior cameras, GPS, radar, and Light Detection and Ranging (“**LiDAR**”) to evaluate the vehicle's surroundings and to propose and perform these driving maneuvers under specific traffic conditions on select roads and highways.
- B. “**Driver Safety**” features which help improve safety and vehicle control. Using interior camera and sensors, the features monitor the status of the driver (e.g., including driver posture, facial activity, steering wheel grip, seat belt worn etc.) to ascertain whether the driver is paying attention to the road and the vehicle's surroundings. The features include Driver Emergency Stop Assist and Emergency Brake Support which are intended to halt the vehicle's operation after detecting certain unsafe driver behavior.
- (ii) To receive the full benefits of ADS:
- A. You must have and maintain the appropriate subscription to ADS. Additional information on our subscriptions is available in the App, on our Website or by contacting us as provided above.

- B. Cameras, radar, LiDAR, and sensors must be operational and unimpaired by debris or weather-related elements.
  - C. Each driver of the vehicle must be attentive and unimpaired (eyes opened, looking ahead, not distracted, upright posture, hands on steering wheel, seat belt buckled, etc.).
  - D. Traffic and road conditions must be appropriate for Advanced Drive use. The system may not operate as intended on newly established roads, intersections, roads without lanes, sharp curves, or grades.
- (iii) If your vehicle is equipped with ADS, you expressly acknowledge and agree:
- A. **ADS is not an autonomous driving system. The driver of the Vehicle is at all times responsible for the Vehicle's operation and must always maintain awareness of the road conditions, traffic, and surroundings.**
  - B. Advanced Drive may only be used on vehicle-only roads and highways supported by high definition and/or Teammate maps. The system may not operate properly where bicycle and pedestrian traffic are present.
  - C. Inclement weather and other factors may make it unsafe to use ADS (for example, slippery roads, poor visibility, extremely low temperatures, and other unsafe road conditions). In these instances, the systems cameras, sensors, and other equipment may not operate correctly or may be impaired. The driver is solely responsible for determining whether using ADS in a given instance is appropriate.
  - D. ADS may not operate properly: (1) if the driver's eyewear, masks, or other items obstruct or interfere with the Driver Safety features; or (2) near places with strong radio waves (e.g., TV towers, broadcast stations). The system may not detect certain traffic signals, bus lanes, draw bridges, construction zones or road intersections. In addition, the system cannot detect ground unevenness or cargo protruding from surrounding vehicles. The driver must manually operate or be prepared to take control of the vehicle in these circumstances.
  - E. Certain federal, state, or local regulations may affect the operation of ADS, including laws against hands-free driving, or use of HOV or express lanes. The driver is solely responsible for ensuring use of ADS complies with all applicable laws, rules, and regulations.

#### **14. SERVICE PROVIDERS AND THIRD PARTY BENEFICIARIES**

We work with many different companies, individuals, and government entities to provide you with your Services, all of which are defined in this Agreement as Service Providers. Each Service Provider involved in delivering the Services, including each Underlying Wireless Carrier and App Store, is an intended third-party beneficiary of the protections of under this Agreement. This Agreement does not give you any rights against any of the Underlying Wireless Carriers or other Service Provider, or any App Store. The disclaimers, warranties, limitations of liability and other protections of this Agreement extend to these third-party beneficiaries.

## 15. YOUR DUTIES AND RESPONSIBILITIES

- (a) It is your responsibility to make sure your vehicle and your System are working. You can always press the “**SOS**” button to confirm that your System is active. If the light next to the SOS button is red or off, this means that your System is not functioning properly or is inactive and should be checked by a dealer.
- (b) YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF THE SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING OF EMERGENCY CONTACT INFORMATION FOR USE BY OUR RESPONSE CENTER IN THE EVENT OF AN AUTOMATIC COLLISION NOTIFICATION. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Vehicle. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your personally identifiable information that can be used to identify your account to request services for your vehicle. If you or a driver of your Vehicle uses the Services or System to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use. You are entirely responsible for any transaction with anyone in connection with your use of the Services and any use that you make of any information received from or through any Services. You act at your own risk.
- (c) When you use the Services, you promise:
- (i) not to use the Emergency Assistance Button and Roadside Assistance except for actual emergencies and roadside assistance needs;
  - (ii) not to use your Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Services to our other customers;
  - (iii) not to abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers;
  - (iv) not to use any content you receive through the Services except as expressly authorized by us;
  - (v) not to resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through your Service; and;
  - (vi) not to use any content you receive through your Service for commercial purposes.

If you do any of the items listed above, you agree you will be responsible for any amount anyone else claims from us or applicable Service Providers, plus any expenses, resulting in whole or in part, from that use or your actions.

- (d) You further agree:
- (i) **Safety.** You are responsible for ensuring safety and compliance with all regulations, ordinances, and other laws applicable to the Vehicle and the use of the Services. You understand and agree that your use of certain Services and/or Service Content while operating a motor vehicle (or

during any other activity that requires your attention) may be distracting, dangerous, or prohibited by law. YOU ARE SOLELY RESPONSIBLE FOR YOUR EXERCISING GOOD JUDGMENT, ACTING IN A SAFE AND RESPONSIBLE MANNER, AND OBEYING ALL LAWS AND REGULATIONS AT ALL TIMES. You understand that failing to pay full attention in the operation of the Vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for your use of the Vehicle, Services and Service Content.

- (ii) **Vehicle. You are responsible for your Vehicle insurance.** None of the Services provide your Vehicle insurance or are an insurance product. The payments you make for your Service Plan are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else.
- (iii) **Sale or Transfer of the Vehicle.** You are responsible to notify us of a sale or transfer of your Vehicle. We are not responsible for any damages you, the new owner or anyone else may suffer as a result of your failure to do so.

**16. NO WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT: (A) IS AT YOUR SOLE RISK; (B) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED; AND, WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, (C) LEXUS, ITS AFFILIATES, THE SERVICE PROVIDERS, ALL APPLICABLE LICENSORS, ANY UNDERLYING WIRELESS CARRIER, AND ANY APPLICABLE SUPPLIERS (COLLECTIVELY, THE “**ADDITIONAL ENTITIES**”) DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (I) WARRANTIES THAT SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL MEET YOUR REQUIREMENTS; (II) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SOFTWARE OR SERVICES; (III) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (IV) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT; (V) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT; (VI) WARRANTIES THAT YOUR USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL BE SECURE OR UNINTERRUPTED; AND (VII) WARRANTIES THAT ERRORS IN THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL BE CORRECTED.

**17. LIMITATION OF LIABILITY.** EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF LEXUS AND THE ADDITIONAL ENTITIES TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS (\$100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER LEXUS NOR ANY OF THE ADDITIONAL ENTITIES SHALL BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LEXUS'S AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

**18. RELEASE/WAIVER OF CLAIMS.** FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE LEXUS AND EACH OF THE ADDITIONAL ENTITIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY (INCLUDING EACH APP STORE) FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT, EVEN IF CAUSED BY OR BASED UPON LEXUS'S OR THE ADDITIONAL ENTITIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY OR THE MALFUNCTION OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT. YOU AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. YOU HEREBY RELEASE AND DISCHARGE LEXUS AND EACH OF THE ADDITIONAL ENTITIES FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT.

**19. DISPUTE RESOLUTION & MANDATORY ARBITRATION.** PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ANYONE CLAIMING UNDER YOU OR ON YOUR BEHALF) AND LEXUS EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE SOFTWARE OR SERVICES) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER. YOU AND LEXUS EACH AGREE:

- (a) **Informal Resolution of Disputes.** If you or Lexus has a dispute or disagreement with the other regarding the Services, System, Software or Service Content or any other aspect of this Agreement (each, a "**Dispute**"), you and Lexus each agree to first contact and provide a written description of the Dispute, all relevant documents/information, and a proposal for resolving the Dispute. You agree to contact us with Disputes at Toyota Motor Sales, U.S.A., Inc., Attn: Disputes, P.O. Box 259001, Plano, TX 75025-9001. Lexus will contact you based on the contact information we have in our systems.
- (b) **Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND LEXUS BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY

LAW, TO USE BINDING ARBITRATION, NOT A LAWSUIT (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and Lexus each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Lexus would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case and you and Lexus each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.

- (c) **Arbitration Entity & Rules.** Arbitration under this Agreement shall be conducted and administered by the American Arbitration Association pursuant to its Consumer Arbitration Rules. If you and Lexus both agree, the arbitration may be conducted and administered by another arbitration entity under that entity's applicable rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. An arbitrator may award on an individual basis any relief.
- (d) **Federal Arbitration Act.** You and Lexus each enter this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (“FAA”).
- (e) **Exceptions to Arbitrate.** You and Lexus each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) Lexus (and any Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Lexus's or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.
- (f) **Costs & Fees.** You and Lexus each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and Lexus also agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived.
- (g) **NO CLASS ACTIONS.** TO THE EXTENT ALLOWED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
- (h) **NO TRIAL BY JURY.** TO THE EXTENT ALLOWED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
- (i) **Applicable Law.** To the extent that the FAA does not supply substantive law necessary for the resolution of the Dispute, the laws of the State of Texas shall apply to the Arbitration or, if permitted hereunder, a court action, except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

## 21. MISCELLANEOUS

- (a) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- (b) Except where specifically stated otherwise (e.g., see Section 19(e)(ii) above), if any part of this Agreement is unlawful or unenforceable for any reason, you, and Lexus both agree that only that part of the Agreement shall be stricken and that the remaining terms in this Agreement shall not be affected. So, for example, if a provision in this Agreement is found to be unenforceable, you and Lexus agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of this Agreement shall remain in force.
- (c) Where Lexus has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English version governs your relationship with Lexus. The English language version takes precedence if there is any contradiction between the English and translated versions.
- (d) This Agreement (including these Terms of Use, the EULA, the Privacy Notice, and any Additional Terms) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous written or oral agreements between you and Lexus with respect to such subject matter.
- (e) You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without Lexus's prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Lexus may assign this Agreement or any rights hereunder without your consent and without notice

**APPENDIX 1**

*Affected Vehicles and Affected by Verizon CDMA/3G Sunsetting*

TOYOTA	
Affected Vehicle	Affected Features
<ul style="list-style-type: none"> <li>• 2012 – 2015 Prius Plug-in</li> <li>• 2016 – 2017 Mirai</li> <li>• 2012 – 2014 RAV4 EV</li> </ul>	EV Fuel Cell Services offered through Entune App Suite (Charge Management, ECO Dashboard, Remote Climate and Vehicle Finder, as applicable) — as of November 1, 2022
<ul style="list-style-type: none"> <li>• 2011 – 2017 Sienna</li> <li>• 2010 – 2016 Prius</li> <li>• 2012 – 2015 Prius Plug-in</li> <li>• 2012 – 2016 Prius V</li> <li>• 2014 – 2018 Highlander/HV</li> <li>• 2013 – 2017 Camry/HV</li> <li>• 2012 – 2014 RAV4 EV</li> <li>• 2010 – 2019 4Runner</li> <li>• 2016 – 2017 Mirai</li> <li>• 2013 – 2018 Avalon/HV</li> <li>• 2011 – 2017 Land Cruiser</li> </ul>	Safety Connect (NOTE: Safety Connect® availability varies per equipped model).
LEXUS	
Affected Vehicle	Affected Features
<ul style="list-style-type: none"> <li>• 2010 – 2017 — all models (excluding 2016-2017 CT 200h with Standard Audio System)</li> <li>• 2018 GX</li> </ul>	Lexus Enform Safety Connect®
<ul style="list-style-type: none"> <li>• 2010 – 2017 — all models with a Navigation Package (excluding 2016-2017 CT 200h with Standard Audio System)</li> <li>• 2018 GX (with a Navigation Package)</li> </ul>	Lexus Enform Destination Assist
<ul style="list-style-type: none"> <li>• 2015 GS, LS, RC, IS (excluding IS C), ES &amp; NX (navigation equipped vehicles)</li> <li>• 2016 – 2017 — all models</li> <li>• 2018 GX</li> </ul>	Lexus Enform Remote
<ul style="list-style-type: none"> <li>• 2016 – 2017 — all models (excluding 2016-2017 CT 200h with Standard Audio System)</li> <li>• 2018 GX</li> </ul>	Lexus Enform Service Connect

Please go to [www.toyota.com/privacyvts](http://www.toyota.com/privacyvts) or [www.lexus.com/privacyvts](http://www.lexus.com/privacyvts) for a description of the Affected Features.